



Legal Assistance Office  
Office of the Staff Judge Advocate

Lewis Main Post  
Building 2027  
Liggett Avenue and North 8<sup>th</sup> Street  
253-477-1875

McChord Airfield  
Suite 1096  
100 Col Joe Jackson Blvd  
253-982-5513

**Landlord/Tenant**

**1. What is a residential lease?**

A residential lease is a written contract between a landlord and a tenant. A lease gives the tenant the right to live in the rental property in exchange for money. A lease is governed by the written contract between the parties and state and federal law.

**2. What types of leases are there?**

There are two types of leases in Washington State, month-to-month leases and term leases. A month-to-month lease has no fixed time limit. It continues until either the landlord or the tenant gives proper notice that they want to end it. Tenants usually pay rent on a monthly basis. For a month-to-month lease, the landlord can raise the rent or change the rules so long as he or she gives written notice about the changes at least 30 days before the end of a rental period. The tenant must give 30 days written notice to end a month-to-month lease. A term lease is a lease that lasts for a set period of time and cannot be changed during the term of the lease without both parties being in agreement. It must be in writing. At the end of the set period of time the tenant and landlord have the option of entering into a new lease or the lease will automatically become a month-to-month lease.

**3. What types of terms cannot be in the lease?**

Certain terms in a lease cannot be legally enforced as a matter of law. Some examples include: waiver of any right given to tenants by the Landlord-Tenant Act; a term that makes you give up your rights to defend yourself in court against the landlord; limits the landlord's legal accountability where the landlord would normally be responsible; a term saying the landlord does not have to make repairs; or says you have to pay the landlord's lawyers' fees if an argument goes to court, even if you win.

**4. What is a "Condition Check-In List"?**

You should always get a "Condition Check-In List" before you move in. It describes the condition and cleanliness of the unit or its furnishings. It is very important. The



landlord may try to blame you for damages that were there when you moved in. With the list, you can prove they were already there.

The check-in list should include a description of all the damages in the unit. Do not let your landlord leave anything off, even if the landlord says s/he is going to fix the damage, or if s/he says that s/he will remember that it was there and will not charge you. You have the right to list all damages even if your landlord says not to worry about it. Do not sign the list until it is right.

If you pay a deposit, the landlord is required to give you a Condition Check-In List. Both you and your landlord must sign the list. Make sure you get a copy of this checklist and keep it in a safe place. If you lose your copy of the checklist, you can ask the landlord for one free replacement copy.

## **5. What deposits is the landlord allowed to collect?**

There are six types of deposits or fees a landlord can collect. They are: a screening fee; a security deposit; a damage deposit; a cleaning fee; the last month's rent paid in advance; and an application or holding fee. There can also be a non refundable pet fee that may be worded as a deposit in the lease.

## **6. What are my rights as a tenant?**

Washington State law provides many legal protections to tenants.

## **7. What must the landlord do?**

The landlord has numerous legal responsibilities. Some of the things a landlord must do include:

- maintain the dwelling so it does not violate state and local laws in ways that endanger the tenants' health and safety;
- keep shared or common areas reasonably clean and safe;
- fix damage to the chimney, roof, floors, or any other structural parts of the living space;
- make a good attempt to get rid of any insect, rodent or other pest problems, except when you (the tenant) cause the problem;
- make repairs when something breaks in the house, except if the damage is caused by normal wear and tear;
- provide good locks for the house and give you keys for these locks;
- provide the fixtures and appliances necessary to supply heat, electricity and hot and cold water;
- provide smoke detectors and make sure they work when you move in;
- fix electrical, plumbing, heating systems if they break; and



- make repairs needed to make sure the house is weather-tight.

### **8. What if something important breaks in the rental unit?**

Washington State law sets out timeframes for landlords to begin making repairs. If you have no hot or cold water, heat, electricity, or if there is a life-threatening problem, your landlord has 24 hours to begin to fix the problem. If your refrigerator, stove, oven, or plumbing fixture is broken, your landlord has 72 hours to begin to fix the problem. For all other repairs, your landlord has ten days to fix the problem.

### **9. My rental unit has serious issues, can I break my lease?**

Maybe. There is a provision under Washington State law allowing a tenant to terminate a lease without penalty. Please schedule an appointment with a legal assistance attorney to discuss termination of a lease if you believe the landlord has violated the law.

### **10. I am a Servicemember, can I break my lease?**

Maybe. If you are a Reserve or National Guard Soldier coming onto active duty, a set to PCS or ETS, or deploying please read our informational paper on the SCRA. If you have further questions please schedule an appointment with a legal assistance attorney.

### **11. I am breaking the lease despite having no legal right to terminate, what can happen to me?**

Check the actual terms of your lease agreement. You could be held liable for the amount owed to the landlord for the remaining duration of the lease. This can be thousands of dollars. This could also have a drastic effect on your credit report. The landlord does have a duty to mitigate damages. This means that the landlord has to use good faith efforts to lease the rental unit in a timely fashion. The landlord cannot hold you liable for any amount after they re-rent the unit.

### **12. I cannot afford my rent, can I break my lease?**

A lease is a binding contract between you and the landlord. Not being able to afford a lease is not a valid legal reason to terminate a lease. You will likely be held liable for termination.

### **13. When can a landlord force me to leave?**

Generally, a landlord can force you to leave in four instances: (1) when the lease ends; (2) if you fail to pay the rent; (3) if you do not follow the terms of the lease agreement; or (4) if you cause waste and nuisance.



#### **14. What is eviction?**

An eviction is a legal proceeding by a landlord seeking to have you removed from the rental unit. If you are served with an eviction notice please schedule an appointment with a legal assistance attorney.

#### **15. The landlord is refusing to return my security deposit.**

After you move out, your landlord has 14 days to send you all of your deposit or a letter telling you why s/he is not giving some or all of it back. The landlord must send this letter to the most recent address s/he has for you. When you move out, give your landlord your new address, or make sure your mail is being forwarded so that you will get the deposit or letter. If the landlord is refusing to refund your security deposit you can sue the landlord in small claims court. Please schedule an appointment with a legal assistance attorney for more information.